



DEPARTMENT OF THE NAVY

CRANE DIVISION  
NAVAL SURFACE WARFARE CENTER  
300 HIGHWAY 361  
CRANE INDIANA 47522-5001

IN REPLY REFER TO:  
5720  
00L/16F016.5  
November 22, 2016

Ms. Alice Hill-Murray  
233 Sourmash Road  
Harpers Ferry, WV 25425

Dear Ms. Hill-Murray:

This letter is in final response to your Freedom of Information Act (FOIA) request received at Naval Surface Warfare Center, (NSWC) Crane Division on August 8, 2016. Your request indicated that you are seeking documents pertaining to contract N0017804D4119. You specifically requested "Delivery Order EH05 - Engineering Support Services for the Integrated Combat Systems Program Office (ZONE 2); Science Applications International Corporation, Customer is PEO IWS 1, 7, and 9; ordering activity NSWC, Crane Division. Requesting the Delivery Order Statement of Work and/or Performance Work Statement, Source Selection Document, and all modifications." Your request was assigned local Case File Number 2016-F-016. As mentioned in your email dated August 10, 2016, you indicated that you would accept clearly releasable information.

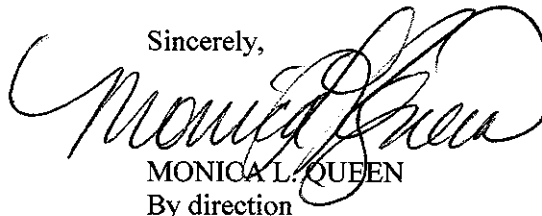
We are required to allow contractors the opportunity to comment on the releasing of information relating to the contracts awarded to their company. Accordingly, Science Applications International Corporation (SAIC) was contacted concerning the release of the information contained within the enclosed documents.

Two responsive documents were located and were redacted consistent with two applicable FOIA exemptions at 5 U.S.C. § 552(b) Exemption 4 and Exemption 6. Exemption (b)(4) protects commercial or financial information received from a private source when disclosure is likely to cause substantial competitive harm to the source. Exemption (b)(6) exempts personal information from release which, if released would result in a clearly unwarranted invasion of personal privacy. Each redaction has been annotated to show the applicable FOIA exemption.

As it was received, the FOIA request stated that you agreed to pay FOIA processing fees of up to \$50.00. You were assigned into the "Commercial" fee category. As per the FOIA Improvement Act of 2016, due to the response time to your request exceeding the statutorily regulated time there is no charge for your request.

If you have any questions concerning this response, you may contact Ms. Monica L. Queen, at (812) 854-8725, or by email at [monica.l.queen@navy.mil](mailto:monica.l.queen@navy.mil).

Sincerely,



MONICA L. QUEEN  
By direction

Enclosure: 1. Document Listing  
2. Responsive Documents (2)

**ENCLOSURE (1)**

Document List for FOIA Request 2016-F-016		
(Documents Pertaining to Contract N0017804D4119)		
Document Number	Document Name	Exemption
1	r SSDD	Exemption (b)(4) and (b)(6) were applied
2	r 2-N00178-04-D-4119-EH05	Exemption (b)(4) and (b)(6) were applied

**ENCLOSURE (2)**

# **DOCUMENT (1)**

**SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104**

**Solicitation N00024-14-R-3077  
Best Value Determination (BVD)**

**Introduction:**

Solicitation N00024-14-R-3077 for Engineering Support Services for PEO IWS 1/7/9 was issued on 01 July 2014 within Seaport-e with a closing date of 01 August 2014 as a Full and Open Competitive Contract.

By the closing date, 01 August 2014, proposals were received from offerors: SAIC. Rate information for all submissions were sent to the cognizant Defense Contract Audit Agency (DCAA) offices for verification. b(4)

**Evaluation Criteria** (from para. 2.1.a, pg. 83 of the Solicitation):

All offers were evaluated in accordance with the following evaluation criteria as set forth in Section M of Solicitation N00024-14-R-3077:

<b>Evaluation Criteria</b>
<b>Factor 1: Technical Approach</b>
Sub Factor A. Corporate Capability
Sub Factor B. Key Personnel
Sub Factor C. Staffing Plan
<b>Factor 2: Management Approach</b>
<b>Factor 3: Past Performance</b>
<b>Factor 4: Total Evaluated Cost</b>

**Relative Importance of the Evaluation Factors** (from para. 2.1.b, pg. 85 of the Solicitation):

The evaluation factors are divided into two categories, "Technical Approach/Management Approach/Past Performance" and "Total Evaluated Cost (TEC)". Under the Technical Approach evaluation area, sub factors A, B, and C are of equal importance. Technical Approach is more important than Management Approach and Past Performance. The Management Approach and Past Performance are of equal importance. The non-cost factors, when combined, are significantly more important than Total Evaluated Cost (TEC); however, as competing proposals approach equality in the non-cost factors (Technical Approach, Management Approach, and Past Performance), the TEC will increase in importance.

## SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104

**Basis for Award** (from para. 1.0, Section M, pg. 83 the Solicitation):

- a. The following conditions must be met in order to be eligible for award:
  - (1) The proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation and in the SeaPort-e basic IDIQ contract,
  - (2) The proposal must meet all solicitation requirements.
- b. The Government anticipates a single Task Order award resulting from this solicitation. However, the Government reserves the right to award more than one or no task order, depending on the quality of the proposals received and the availability of funds. The Government also reserves the right to make an award without discussions.
- c. The award decision will be determined based on the Government's evaluation of each Offeror's complete proposal against the evaluation factors and sub factors identified below. Award will be made to the Offeror whose proposal demonstrates the best overall value to the Government based on the factors and sub factors described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). In making this decision, the Government is more concerned with obtaining offers demonstrating superior technical merit based on the non-cost factors at a reasonable cost or price than with making an award to the Offeror with the lowest proposed cost/price. Accordingly, the Government may be willing to pay a reasonable premium for a contract offering superior technical merit.
- d. In order to select the successful Offeror, the Government will compare Offeror's proposals. The comparison will trade off differences in technical merit based on the non-cost factors and Total Evaluated Cost (TEC). If one Offeror has both the better technical merit or capability and the lower TEC, then that Offeror will be the better value. If one Offeror has the better technical merit or capability and a higher TEC, the Government will decide whether the difference in technical merit/capability is worth the difference in TEC. If it is determined that the difference in technical merit/capability is worth the difference in TEC, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value. A TEC will not be developed and best value analysis will not be performed for any Offerors who are unacceptable or unsatisfactory in any factor or subfactor and award will not be made to any Offeror who is unacceptable or unsatisfactory in any factor or sub factor.

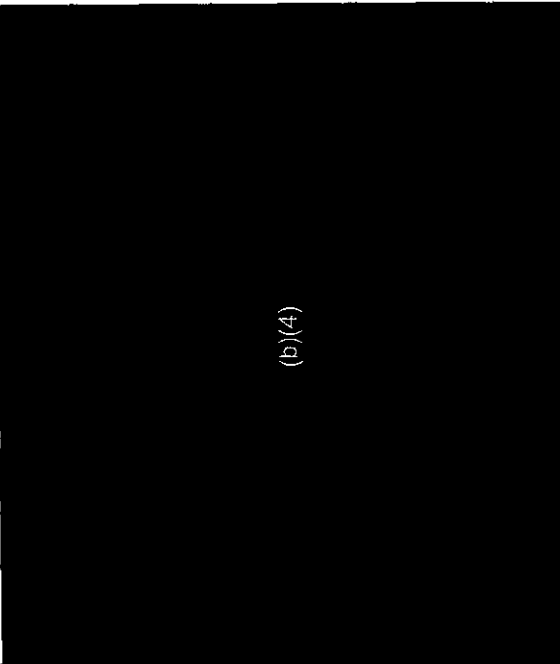
**SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104**

**Evaluation Process and Summary:**

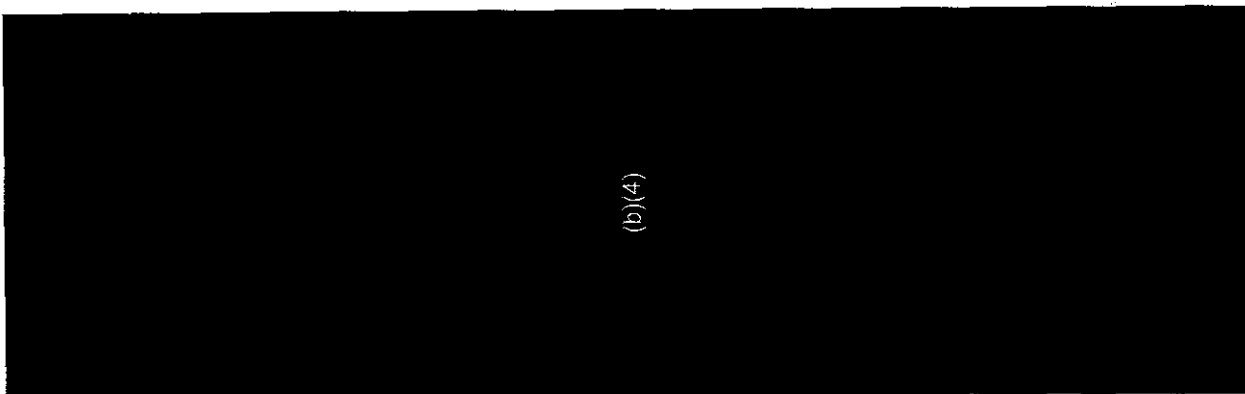
After receipt of proposals and continuing through 19 September 2015, a PEO IWS Technical Evaluation Team (TET) (comprised of Program Office staff members) thoroughly evaluated each of the proposals received in accordance with the evaluation criteria provided in the solicitation utilizing the rating definitions outlined in Section M. After a review of the proposals and the TET report, I concur with the TET's findings.

**1. Technical Evaluation**

The TET's findings are presented in a comprehensive report signed by each TET member, dated 24 September 2015. A summary of the TET's evaluation ratings for both offerors are shown in the table below.

<b>FACTORS</b>	 (b)(4)
<b>Factor 1: Technical Approach</b>	
A. Corporate Capability	
B. Key Personnel Resumes	
C. Staffing Plan	
<b>Factor 2: Management Approach</b>	
<b>Factor 3: Past Performance</b>	

**Factor 1: Technical Approach**

 (b)(4)
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**SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104**

(b)(4)

(b)(4)

**Factor 2: Management Approach**

The offerors were required to submit a plan that describes "how the offeror intends to manage and coordinate the task efforts of this contract, include planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, and periodically monitoring performance and obtaining feedback".

(b)(4)

## SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104

### Factor 3: Past Performance

The Government evaluated the Offeror's Past Performance Questionnaires, Past Performance Information Retrieval System (PPIRS) data and Contractor Performance Assessment Reports (CPARs) to determine the degree to which each offeror's past performance and relevance supports successful contract performance.

(b)(4)

### Total Evaluated Cost

(b)(4)

A cost evaluation was conducted on SAIC's proposal. The cost evaluation consisted of a cost realism analysis for the base year and option years as required under the solicitation. A cost realism analysis was performed on the proposal submitted in response to the solicitation, in accordance with Section M and the principles outlined in FAR 15.404-1(d). The appropriate DCMA/DCAA offices were contacted to obtain rate checks for direct and indirect rates proposed by the offeror, as well as their associated subcontractors.

Below is the overall summary of the proposed and evaluated costs.

Offeror	Proposed Cost	Total Evaluated Cost	Variance
(b)(4)			

(b)(4)

**SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104**

(b)(4)

**Best Value Determination Methodology:**

(b)(4)

**Best Value Summary:**

(b)(4)

**Award Recommendation:**

(b)(4)

**SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104**

(b)(6)

11 February 2016

Date

**DOCUMENT (2)**

## ORDER FOR SUPPLIES OR SERVICES (FINAL)

PAGE 1 OF

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1. CONTRACT NO. N00178-04-D-4119		2. DELIVERY ORDER NO. EH05		3. EFFECTIVE DATE 2016 Apr 29		4. PURCH REQUEST NO. N00024-14-NR-55022		5. PRIORITY DO-A7	
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING (b)(6) ROOM (b)(6) SAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 (b)(6)		CODE N00024		7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151		CODE S2404A SCD: C		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3702		CODE 6XWA8		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED	
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			
14. SHIP TO See Section D		CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. Reference your furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.					
SCIENCE APPLICATIONS INTERNATIONAL CORP		(b)(6)		Contract Representative					
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/>		If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA		25. TOTAL		\$27,834,649.77	
BY (b)(6)				04/29/2016		26. DIFFERENCES			
				CONTRACTING/ORDERING OFFICER					
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE				g. E-MAIL ADDRESS		FINAL			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		PARTIAL				35. BILL OF LADING NO.	
				FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER	
								42. S/R VOUCHER NO.	

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. EH05	PAGE 2 of 8	FINAL
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## GENERAL INFORMATION

The purpose of this document is to Award Task Order N00178-04-D-4119-EH05, as follows:

1. **Under Section B – Supplies and Services**, establish and incrementally Fund CLINs 7000, 7001, 7002, 7003 and 9000.
2. **Under Section B – Supplies and Services**, update incentive fee and fixed fee tables.
3. **Under Section F – Deliveries or Performance**, establish period of performance for CLINs 7000 – 7003 and 9000 and update POP for CLINs 7100 – 7103, 7200 – 7203, 7300 – 7303, 7400 – 7403, 9100, 9200, 9300 and 9400.
4. **Under Section G – Contract Administration Data**, update accounting data.
5. **Under Section G – Contract Administration Data**, update Points of Contact.
6. **Under Section H – Special Contract Requirements**, update Allotment of Funds Clause.
7. **Under Section I – Contract Clauses**, update Clause 52.244-2 SUBCONTRACTS paragraph (j) to include list of subcontractors.
8. **Under Section J – List of Attachments**, remove attachments associated with pre-award documentation, and add new attachments associated with base award.

According, said Task Order is modified as follows:

1. **Under Section B – Supplies and Services**, establish and incrementally Fund CLINs 7000, 7001, 7002, 7003 and 9000.

SLIN	From	By	To
700001	\$ -	\$ 2,643,151	\$ 2,643,151
700101	\$ -	\$ 1,415,341	\$ 1,415,341
700102	\$ -	\$ 126,938	\$ 126,938
700103	\$ -	\$ 189,403	\$ 189,403
700201	\$ -	\$ 1,205,132	\$ 1,205,132
700301	\$ -	\$ 449,678	\$ 449,678
900001	\$ -	\$ 584,848	\$ 584,848
900002	\$ -	\$ 14,104	\$ 14,104
900003	\$ -	\$ 49,964	\$ 49,964
900004	\$ -	\$ 21,045	\$ 21,045

2. **Under Section B – Supplies and Services**, update incentive fee and fixed fee tables.

Hourly Rates							Totals			
CLIN	Contract Type	Qty (Hrs)	Avg Hourly Rate	Min Fee/Hour (MinF)	Target Fee/Hour (TF)	Max Fee/Hour (MF)	Min Fee (Hrs*MinF)	Target Fee (Hrs*TF)	Max Fee (Hrs*MF)	Target Cost (Hrs*Rate)

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	(Rate)	
7000	CPIF	
7001	CPIF	
7002	CPIF	
7100	CPIF	
7101	CPIF	
7102	CPIF	
7200	CPIF	
7201	CPIF	(b)(4)
7202	CPIF	
7300	CPIF	
7301	CPIF	
7302	CPIF	
7400	CPIF	
7401	CPIF	
7402	CPIF	

CLIN	Qty (Hrs)	Hourly Rates		Totals	
		<u>Estimated</u> <u>Cost/Hr</u> <u>(Rate)</u>	<u>Fixed</u> <u>Fee/Hour</u> <u>(FF)</u>	<u>Fixed Fee</u> <u>(Hrs * FF)</u>	<u>Estimated Cost</u> <u>(Hrs * Rate)</u>
7003					\$4,245,340.39
7103					\$4,398,020.82
7203			(b)(4)		\$4,211,109.38
7303					\$4,247,005.25
7403					\$4,308,477.52

3. Under Section F – Deliveries or Performance, establish period of performance for CLINs 7000 – 7003 and 9000 and update POP for CLINs 7100 – 7103, 7200 – 7203, 7300 – 7303, 7400 – 7403, 9100, 9200, 9300 and 9400. The periods of performance for the following Items are as follows:

7000 4/29/2016 - 4/28/2017

7001 4/29/2016 - 4/28/2017



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7002 4/29/2016 - 4/28/2017  
7003 4/29/2016 - 4/28/2017  
9000 4/29/2016 - 4/28/2017

The periods of performance for the following Option Items (if exercised) are as follows:

7100 4/29/2017 - 4/28/2018  
7101 4/29/2017 - 4/28/2018  
7102 4/29/2017 - 4/28/2018  
7103 4/29/2017 - 4/28/2018  
7200 4/29/2018 - 4/28/2019  
7201 4/29/2018 - 4/28/2019  
7202 4/29/2018 - 4/28/2019  
7203 4/29/2018 - 4/28/2019  
9100 4/29/2017 - 4/28/2018  
9200 4/29/2018 - 4/28/2019

The periods of performance for the following Award Term Options (if earned and if exercised) are as follows:

7300 4/29/2019 - 4/28/2020  
7301 4/29/2019 - 4/28/2020  
7302 4/29/2019 - 4/28/2020  
7303 4/29/2019 - 4/28/2020  
7400 4/29/2020 - 4/28/2021  
7401 4/29/2020 - 4/28/2021  
7402 4/29/2020 - 4/28/2021  
7403 4/29/2020 - 4/28/2021  
9300 4/29/2019 - 4/28/2020  
9400 4/29/2020 - 4/28/2021

**4. Under Section G – Contract Administration Data, update accounting data.**

700001 130056483100001 2643151.00  
LLA: AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706

700101 130056483100003 1415341.00  
LLA: AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706

700102 130056483100005 126938.00  
LLA: AB 1761804 8B5B 251 VU021 0 050120 2D 000000 A10003389706

700103 130056483200001 189403.00  
LLA: AA 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003389782

700201 130056483100007 1205132.00  
LLA: AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706

700301 130056483100008 449678.00  
LLA: AC 1761804 8B2B 251 WS010 0 050120 2D 000000 A20003389706

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900001 130056483100002 584848.00  
LLA: AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706

900002 130056483100006 14104.00  
LLA: AB 1761804 8B5B 251 VU021 0 050120 2D 000000 A10003389706

900003 130056483100009 49964.00  
LLA: AC 1761804 8B2B 251 WS010 0 050120 2D 000000 A20003389706

900004 130056483200002 21045.00  
LLA: AA 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003389782

BASE Funding 6699604.00

**5. Under Section G – Contract Administration Data, update Points of Contact.**

**OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

**PROCURING CONTRACTING OFFICER (PCO)**

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

**PURCHASE OFFICE REPRESENTATIVE (POR)\***

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

*\*Note that the POR is the Contract Specialist*

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

**6. Under Section H – Special Contract Requirements, update Allotment of Funds Clause.**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR

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52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

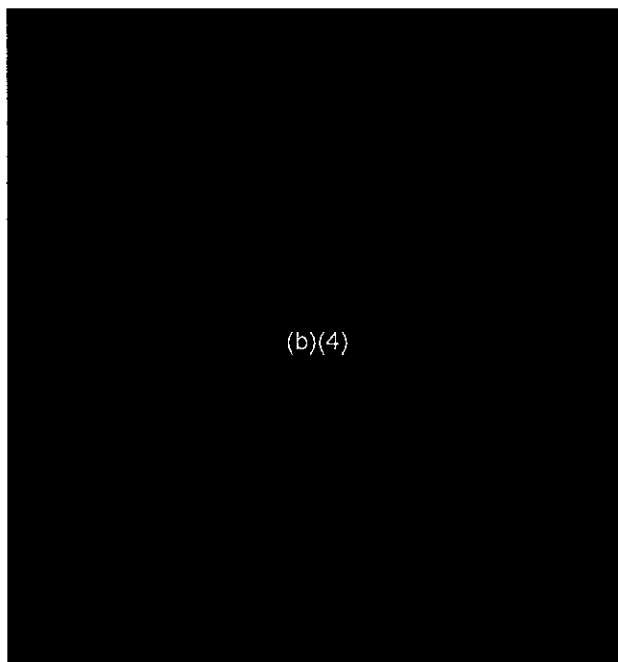
**CPFF/CPIF/ODC**

ITEM ALLOTTED TO COST ALLOTTED TO FEE EST. POP THROUGH

7000	(b)(4)	
7001		
7002		
7003		
9000		669,961.00 0.00

7. **7. Under Section I – Contract Clauses**, update Clause 52.244-2 SUBCONTRACTS paragraph (j) to include list of subcontractors.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:



8. **8. Under Section J – List of Attachments**, remove attachments associated with pre-award documentation, and add new attachments associated with base award.

Attachment 1 - Award Term Plan

Attachment 2 - QASP

Attachment 3 - DD254

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The total amount of funds obligated to the task is hereby increased from \$0.00 by \$6,699,604.00 to \$6,699,604.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700001	O&MN,N	0.00	2,643,151.00	2,643,151.00
700101	O&MN,N	0.00	1,415,341.00	1,415,341.00
700102	O&MN,N	0.00	126,938.00	126,938.00
700103	OPN	0.00	189,403.00	189,403.00
700201	O&MN,N	0.00	1,205,132.00	1,205,132.00
700301	O&MN,N	0.00	449,678.00	449,678.00
900001	O&MN,N	0.00	584,848.00	584,848.00
900002	O&MN,N	0.00	14,104.00	14,104.00
900003	O&MN,N	0.00	49,964.00	49,964.00
900004	OPN	0.00	21,045.00	21,045.00

The total value of the order is hereby increased from \$16,827,065.97 by \$11,007,583.80 to \$27,834,649.77.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001	0.00	5,040,161.48	5,040,161.48
7003	0.00	4,478,834.11	4,478,834.11
9000	0.00	1,488,588.21	1,488,588.21

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7000		4/29/2016 - 4/28/2017
7001		4/29/2016 - 4/28/2017
7002		4/29/2016 - 4/28/2017
7003		4/29/2016 - 4/28/2017
7100		4/29/2017 - 4/28/2018
7101		4/29/2017 - 4/28/2018
7102		4/29/2017 - 4/28/2018
7103		4/29/2017 - 4/28/2018
7200		4/29/2018 - 4/28/2019
7201		4/29/2018 - 4/28/2019
7202		4/29/2018 - 4/28/2019
7203		4/29/2018 - 4/28/2019

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7300	4/29/2019 - 4/28/2020
7301	4/29/2019 - 4/28/2020
7302	4/29/2019 - 4/28/2020
7303	4/29/2019 - 4/28/2020
7400	4/29/2020 - 4/28/2021
7401	4/29/2020 - 4/28/2021
7402	4/29/2020 - 4/28/2021
7403	4/29/2020 - 4/28/2021
9000	4/29/2016 - 4/28/2017
9100	4/29/2017 - 4/28/2018
9200	4/29/2018 - 4/28/2019
9300	4/29/2019 - 4/28/2020
9400	4/29/2020 - 4/28/2021

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## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Base Year: ESS Engineering Support Services (Task 1) (Note A & F) (Fund Type - TBD)			(b)(4)		\$9,097,631.38
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			0.0		
		Government Underrun Share Line			0.0		
700001	R425	Base Year: ESS Engineering Support Services (Task 1) (O&MN,N)					
7001	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) (Note A & F) (Fund Type - TBD)			(b)(4)		\$5,040,161.48
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			0.0		
		Government Underrun Share Line			0.0		
700101	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) (O&MN,N)					
700102	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) (O&MN,N)					
700103	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) (OPN)					
7002	R425	Base Year: ESS Product Development (Task 3) (Note			(b)(4)		\$7,729,434.59

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		A & F) (Fund Type - TBD)					
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government			0.0		
		Overrun					
		Share Line					
		Government			0.0		
		Underrun					
		Share Line					

700201 R425 Base Year: ESS Product  
Development (Task 3)  
(O&MN,N)

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7003	R425	Base Year: Surge Requirements Support (Notes A & D & G) (Fund Type - TBD)			(b)(4)		\$4,478,834.11
700301	R425	Base Year: Surge Requirements Support (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	R425	Option Year 1 - Year 2: ESS Engineeirng Support Services (Task 1) (Note A & B & F) (Fund Type - TBD)			(b)(4)		\$9,379,958.50
		Option					
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government			0.0		
		Overrun					
		Share Line					
		Government			0.0		
		Underrun					
		Share Line					
7101	R425	Option Year 1 - Year 2: ESS Ship and Systems Integration and Test (Task 2) (Notes A & B & F) (Fund Type - TBD)			(b)(4)		\$5,270,101.65
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			0.0		
		Government Underrun Share Line			0.0		
7102	R425	Option Year 1 - Year 2: ESS Product Development (Task 3) (Notes A & B & F) (Fund Type - TBD) Option			(b)(4)		\$8,003,606.57
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			0.0		
		Government Underrun Share Line			0.0		

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7103	R425	Option Year 1 - Year 2: Surge Requirements Support (Notes A, B, & D & G) (Fund Type - TBD) Option			(b)(4)		\$4,639,911.97

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	R425	Option Year 2 - Year 3: ESS Engineering Support Services (Task 1) (Notes A & B & F) (Fund Type - TBD) Option			(b)(4)		\$9,038,745.81
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			0.0		



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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government	0.0				
		Underrun					
		Share Line					
7201	R425	Option Year 2 - Year 3: ESS Ship and Systems Integration and Test (Task 2) (Notes A & B & F) (Fund Type - TBD)  Option			(b)(4)		\$4,982,253.55
		Max Fee	\$0.00				
		Min Fee	\$0.00				
		Government	0.0				
		Overrun					
		Share Line					
		Government	0.0				
		Underrun					
		Share Line					
7202	R425	Option Year 2 - Year 3: ESS Product Development (Task 3) (Notes A & B & F) (Fund Type - TBD)  Option			(b)(4)		\$7,669,909.43
		Max Fee	\$0.00				
		Min Fee	\$0.00				
		Government	0.0				
		Overrun					
		Share Line					
		Government	0.0				
		Underrun					
		Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7203	R425	Option Year 2 - Year 3: Surge Requirements Support (Notes A, B, & D & G) (Fund Type - TBD)  Option			(b)(4)		\$4,442,720.40

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	R425	Award Term 1 - Year 4: ESS Engineering Support			(b)(4)		\$9,103,709.73

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Services (Task 1) (Notes A & C & F) (Fund Type - TBD)					
		Option					
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government			0.0		
		Overrun					
		Share Line					
		Government			0.0		
		Underrun					
		Share Line					
7301	R425	Award Term 1 - Year 4: ESS Ship and Systems Integration and Test (Task 2) (Notes A & C & F) (Fund Type - TBD)			(b)(4)		\$5,032,110.70
		Option					
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government			0.0		
		Overrun					
		Share Line					
		Government			0.0		
		Underrun					
		Share Line					
7302	R425	Award Term 1 - Year 4: ESS Product Development (Task 3) (Notes A & C & F) (Fund Type - TBD)			(b)(4)		\$7,739,983.57
		Option					
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government			0.0		
		Overrun					
		Share Line					
		Government			0.0		
		Underrun					
		Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7303	R425	Award Term 1 - Year 4: Surge Requirements Support (Notes A, C, & D & G) (Fund Type - TBD)  Option			(b)(4)		\$4,480,590.54

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	R425	Award Term 2 - Year 5: ESS Engineering Support Services (Task 1) (Notes A & C & F) (Fund Type - TBD)  Option			(b)(4)		\$9,234,315.39
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			0.0		
		Government Underrun Share Line			0.0		
7401	R425	Award Term 2 - Year 5: ESS Ship and Systems Integration and Test (Task 2) (Notes A & C & F) (Fund Type - TBD)  Option			(b)(4)		\$5,105,891.66
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			0.0		
		Government Underrun Share Line			0.0		
7402	R425	Award Term 2 - Year 5: ESS Product Development (Task 3) (Notes A & C & F) (Fund Type - TBD)  Option			(b)(4)		\$7,852,233.10
		Max Fee			\$0.00		
		Min Fee			\$0.00		

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government	0.0				
		Overrun					
		Share Line					
		Government	0.0				
		Underrun					
		Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7403	R425	Award Term 2 - Year 5: Surge Requirements Support (Notes A, C, & D & G) (Fund Type - TBD)			(b)(4)		\$4,545,443.78
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs in Support of CLINs 7000-7003 (Note E) (Fund Type - TBD)	1.0	LO	\$1,488,588.21
900001	R425	Other Direct Costs in Support of CLINs 7000-7003 (O&MN,N)			
900002	R425	Other Direct Costs in Support of CLINs 7000-7003 (O&MN,N)			
900003	R425	Other Direct Costs in Support of CLINs 7000-7003 (O&MN,N)			
900004	R425	Other Direct Costs in Support of CLINs 7000-7003 (OPN)			
9100	R425	Option Year 1 - Year 2: Other Direct Costs in Support of CLINs 7100-7103 (Notes B & E) (Fund Type - TBD)	1.0	LO	\$1,529,035.58
		Option			
9200	R425	Option Year 2 - Year 3: Other Direct Costs in Support of CLINs 7200-7203 (Notes B & E) (Fund Type - TBD)	1.0	LO	\$1,571,765.80
		Option			
9300	R425	Award Term 1 - Year 4: Other Direct Costs in Support of CLINs 7300-7303 (Notes C & E) (Fund Type - TBD)	1.0	LO	\$1,615,838.30
		Option			
9400	R425	Award Term 2 - Year 5: Other Direct Costs in Support of CLINs 7400-7403 (Notes C & E) (Fund Type - TBD)	1.0	LO	\$1,663,996.18
		Option			

**NOTE A: LEVEL OF EFFORT**

For Labor Items, Offerors shall propose man-hours for the level of effort specified in Section B. The PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) clause applies to these Items.

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#### **NOTE B: OPTION**

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

#### **NOTE C: AWARD TERM**

Award Term Item to which the AWARD TERM PLAN applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN.

Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

#### **NOTE D: SURGE**

If it is determined that an increased level of effort is required for any of the task areas in Section C, the Government reserves the right to exercise a "Surge" Option CLIN for additional work. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the appropriate Labor CLIN. All surge options shall be proposed at (1) the level-of-effort specified in Section B, (2) at the same labor mix as for base labor, and (3) no deviations are allowed. These items shall be priced as Cost-Plus-Fixed-Fee (CPFF).

#### **NOTE E: ODC**

The Government estimates ODCs inclusive of travel costs for this Task Order to be, unburdened, no more than the following:

\$1,409,381 for the Base Year  
 \$1,451,662 for Option Year 1  
 \$1,495,211 for Option Year 2  
 \$1,540,067 for Award Term 1  
 \$1,586,269 for Award Term 2

This Government estimate must be included in, and form the basis for, Section B of the offer for each ODC CLIN, and Offerors shall apply any applicable burdens on top of the Government estimate. These items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not to allowable indirect costs or burdens.

#### **NOTE F: FEE INSTRUCTIONS (Applicable to all Incentive Fee Line Items)**

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Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

The min fee shall not be greater than (b)(4) The max fee shall not be greater than (b)(4)  
(b)(4) Target fee shall not be greater than (b)(4)

(1) The target cost and target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable).

		Hourly Rates				Totals			
CLIN	Contract Qty Type (Hrs)	Avg Hourly Rate (Rate)	Min Fee/Hour (MinF)	Target Fee/Hour (TF)	Max Fee/Hour (MF)	Min Fee (Hrs*MinF)	Target Fee (Hrs*TF)	Max Fee (Hrs*MF)	Target Cost (Hrs*Rate)
7000	CPIF	(b)(4)							
7001	CPIF								
7002	CPIF								
7100	CPIF								
7101	CPIF								
7102	CPIF								
7200	CPIF								
7201	CPIF								
7202	CPIF								
7300	CPIF								
7301	CPIF								
7302	CPIF								
7400	CPIF								
7401	CPIF								
7402	CPIF								

(i) The CPIF target cost for CLIN 7000, 7001, and 7002, and if exercised CLINS 7100, 7101, 7102, 7200, 7201, and 7203 and if earned and exercised CLINS 7300, 7301, 7302, 7400, 7401, and 7402 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each

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CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for CLIN 7000, 7001, and 7002, and if exercised CLINS 7100, 7101, 7102, 7200, 7201, and 7203 and if earned and exercised CLINS 7300, 7301, 7302, 7400, 7401, and 7402 shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs \* TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is 50/50 (50% Government and 50% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order.

(iv) Final Costs & Fees. Actual resulting fee will be calculated at the end of the POP for each CLIN. Final cost and fee are shown in the following table.

CLIN	Delivered Hours	Actual Cost per hour	Actual Cost (A*B=C)	Final Target Incentive Fee	Incentive Fee Share Line Adjustment	Computed Incentive Fee (D+E=F)	Total (C+F-G)
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
7000							
7001							
7002							
7100							
7101							
7102							
7200							
7201							
7202							
7300							
7301							
7302							
7400							
7401							
7402							

**NOTE G: FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)**

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Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM is proposed necessary columns may be added.

CLIN	Qty (Hrs)	Hourly Rates		Totals	
		<u>Estimated</u> Cost/Hr (Rate)	<u>Fixed</u> Fee/Hour (FF)	<u>Fixed Fee</u> (Hrs * FF)	<u>Estimated</u> Cost (Hrs * Rate)
7003		(b)(4)			
7103					
7203					
7303					
7403					

(i) The proposed fixed fee shall not exceed (b)(4)

#### CLAUSES INCORPORATED IN FULL TEXT:

#### CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

##### Cost-Only CLINS:

9000, 9100, 9200, 9300, and 9400;

##### Fixed Fee CLINS:

7003, 7103, 7203, 7303, and 7403;

##### Incentive Fee CLINS:

7000, 7001, 7002, 7100, 7101, 7102, 7200, 7201, 7202, 7300, 7301, 7302, 7400, 7401, and 7402.

#### EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.



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## **LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**PAYMENTS OF FEE(S) (LEVEL OF EFFORT ALTERNATE 1) (NAVSEA) (MAY 2010) (Applicable to CLINs 7000, 7001, 7002, and 7003 and if exercised CLINS 7100, 7101, 7102, 7103, 7200, 7201, and 7203 and if earned and exercised CLINS 7300, 7301, 7302, 7303, 7400, 7401, 7402, and 7403.)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to CLINs 9000, 9100, 9200, 9300, and 9400)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **PEO IWS 1.0/7.0/9.0 ENGINEERING SUPPORT SERVICES STATEMENT OF WORK**

#### **1.0 INTRODUCTION**

The Program Executive Office for Integrated Warfare Systems (PEO IWS) 1.0 for AEGIS and AEGIS Fleet Readiness, 7.0 Future Combat Systems and 9.0 DDG 1000 is seeking engineering support services (ESS) to augment the Government's existing personnel, knowledge and processes. Specifically, PEO IWS 1.0, 7.0 and 9.0 require engineering analysis and expertise in support of their portfolio of programs which include AEGIS, AEGIS Fleet Readiness, DDG 1000, Enterprise Configuration Management, Future Combat Systems, Training Systems, Systems Engineering and Information Assurance. PEO IWS leads a professional and experienced organization that delivers Enterprise solutions for Naval Warfare Systems in the areas of Integrated Air and Missile Defense, Undersea Warfare, Anti-Submarine Warfare, Anti-Surface Warfare Amphibious Operations, Naval Surface Fire Support, Surface Strike, and Cyber Security Engineering. These solutions must operate seamlessly and effectively within the Fleet and Joint Forces with technically superior war fighting capability. The PEO IWS mission is to take the fight to the enemy and win, across the spectrum of maritime environments. This challenging blue water and littoral maritime environment, with a mix of small mission-tailorable and large multi-mission-capable units, manned and unmanned platforms, demands a complex mix of leadership, management, technical skills and practices from our civilian and military personnel, supported by ESS partners. Collectively, this team must provide effective and suitable deliveries of integrated warfare systems and technology, installed on a variety of platforms: surface ships, submarines, fixed wing and rotary aircraft, ground mobile and transportable systems. To meet this challenge, PEO IWS must deliver capabilities that cut across specific ship, aircraft, or system platforms.

#### **2.0 BACKGROUND**

The Navy's Integrated Warfare Systems Program Executive Office was established in November 2002. According to its charter, PEO IWS is responsible for surface ship and submarine combat systems, missiles (except the Trident ballistic missile and Tomahawk cruise missile), radars, launchers (except Trident), electronic warfare, training and gun systems. It is directed to integrate the software programs for combat systems on all ships and submarines, and coordinate antisubmarine warfare area projects across the other PEOs. In addition, it oversees the construction and purchase of new integrated warfare systems.

Currently, PEO IWS is focused on enhancing mission capability across the surface fleet and submarine community with faster, more affordable, and interoperable product upgrades that pace the threat through the following goals: designing systems to achieve programmatic objectives; eliminating obsolete hardware and software; introducing network-based Commercial off the Shelf (COTS) and Open Architecture Computing Environments (OACE); acquiring appropriate data and software rights to satisfy current and future needs; and reducing combat and weapon systems variants. The intended outcome of these product implementation goals is greater returns on investment through the promotion of minimal development/non-recurring efforts that can be

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applied to multiple ship classes and mission areas, extensibility into other defense markets, reduction in Weapons System variants, and reduction in burdensome end-user work-arounds.

## 2.1 ORGANIZATION

Program Executive Officer (PEO) IWS leads the collective acquisition of his portfolio, directly reporting to Assistant, Secretary of the Navy for Research, Development, and Acquisition (ASN(RD&A)). The PEO's Direct Report is the Executive Director who serves as the PEO Deputy. Rounding out the Executive Leadership Team are two additional Directors, the Director for Above Water Sensors and the Director for Integrated Combat Systems. The following paragraphs describe the roles and responsibilities of the Program Offices utilizing this contract vehicle.

**IWS 1.0: AEGIS and AEGIS Fleet Readiness** - Provider of AEGIS Combat System and related technical and end-user management services applicable to AEGIS Cruisers and Destroyers. Responsible for coordination with Ship Acquisition Managers, Technical Warrant Holders, and Ship Design Managers for Combat System Engineering for DDG-51 Flight 3 and Cruisers. Services support integration of all Participating Acquisition Resource Manager Plans, risk assessments and mitigations for Fleet Readiness, assurance of In-Service Support, coordination with AEGIS Technical Representative for timely acceptance of contractor deliverables, and Surface Combat Systems Center, Wallops Island for scheduling of land-based test site on path to ship installations, combat system light offs, and tactical certifications. IWS 1 also provides Enterprise Services to other organizations in PEO IWS such as

Configuration Management, Platform Integration and Test, and other T&E Services. Enterprise Configuration Management covers change management of Technical Documents derived from operational needs, interface requirements and/or design/descriptions; Installation Control Documents; and Warfare Systems Interface Diagrams.

**IWS 7.0: Future Combat Systems** - Provider of Battlegroup Tactical Trainer, Naval Integrated Fire Control – Counter Air Capability. Coordinator for non-ASW and USW technologies aimed at Fleet Training Systems, and Future Combat Systems and their contributing system elements. Provider of PEO IWS enterprise systems engineering services such as Information Assurance, Modeling and Simulation, Capabilities Assessment and Science and Technology Coordination.

**IWS 9.0: DDG1000** - Provider of DDG 1000 Combat System management services. Services include: coordination and alignment of plans for subsequent development of Memoranda of Understanding and/or Agreements for platform-specific implementations. Coordinates with Participating Acquisition Resource Managers, Ship Acquisition Program Managers, Ship Design Managers, and Technical Authority Managers. IWS 9 coordinates technical and programmatic risk assessments, their mitigations, the scheduling, installation, and testing of system changes at land-based test sites and operational platforms, assessments for Fleet Readiness, assurance of in-service support, assurance and, as necessary, support of financial, and procurement services.

## 2.2 GENERAL

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The performance objective, standards and assessment plan described below are applicable to the total scope of services being performed under this contract.

**PERFORMANCE OBJECTIVE:** Provide an enterprise solution encompassing a full range of engineering support services for PEO IWS 1.0, 7.0 and 9.0's highly interrelated product lines developed for the functional areas of System Engineering, Ship Integration and Test and Product Development.

**PERFORMANCE STANDARD:** The following performance standards serve as a basis for determining whether performance outcomes have been achieved to customer satisfaction and the delivery of the service is considered acceptable. Technical and status reports shall be factually accurate, complete, high quality and adhere to due dates and deadlines. Deliverables including studies and analyses, acquisition support, presentations and other knowledge management functions shall be measured through the customer assessment plan. Services shall reflect innovative, technical management approaches employed to increase efficiencies and cost control.

**ASSESSMENT PLAN:** Periodic Government review and assessment of deliverables and products will be accomplished in accordance with the Quality Assurance Surveillance Plan. Individual cases of unsatisfactory performance or deliverables will be provided to the Contractor as deemed appropriate by the Government. Monthly Contractor reports are required and must contain work accomplished, areas of risk, concern or delay, and segregated by modifications.

### 3.0 SCOPE

This Statement of Work (SOW) applies to the broad areas of Systems Engineering, Ship Integration and Test, Product Development for the current and future Programs and their variants assigned to PEO IWS 1.0, 7.0 and 9.0. Operations entail the development, coordination and integration of technical solutions to problems inherent in the acquisition and integration of major combat systems from development and production, through at sea acceptance testing in surface ships to in service support. The contractor shall provide direct program office support and be prepared to provide rapid responses to emergent problems, staff special problem resolution teams and recommend courses of action.

### 4.0 APPLICABLE DOCUMENTS

The following table provides those governing documents that depict primary management control systems in DoN and DoD, intended to promote stewardship of tax payer funds used to acquire and maintain materiel for the Maritime operational environment.

**Table 1 Applicable Documents**

Document	Title/Description
CJCS Instruction /Manual 3170 and 3170.01H 10 January 2012	Operation of the Joint Capabilities Integration and Development System

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DOD Directive 5000.1 20 November 2007	The Defense Acquisition System
Interim DoD Instruction 5000.02 November 25, 2013	Operation of the Defense Acquisition System
SECNAVINST 5000.2E 1 September 2011	Department of the Navy Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System
SECNAVINST 5216.5D 29 August 1996	Department of the Navy Correspondence Manual
FMR 7000.14-R June 2011	DoD Financial Management Regulation
OPNAV Instruction 1000.16K Total Force Manpower Management 22 August 2007	Military Manpower Management
DoD 8570.01-M 24 January 2012	Information Assurance Workforce Improvement Program
OPNAVINST 5420.113 16 July 2012	Draft OPNAV Instruction, administered by N86, for the contribution by the Surface Warfare Tactical Requirements Group into the overarching, N8- administered, capability-based phasing for combat system functionality.
OPNAVINST 4000.79B 28 April 2008	Implements compliance with Title 14 USC 3, relationship between DoN and Coast Guard under President of US's direction; Title 14 USC 145, DoN's responsibilities as requested by Department of Homeland Security to train Coast Guard during peacetime as part of its reserve force, and to build vessels for use by Coast Guard during wartime operations.
PEO Instruction 7100.1B, dated 24 August 2011	Implementing Instruction for PEO IWS to comply with DoN's and NAVSEA's adherence to DoD's PPBES.
PEO IWS Enterprise Product Life Cycle  Management Integrated Data Environment  (ePLM IDE) Version 1.0, dated 2-15-2011	Business Need for consolidating existing PEO IWS Integrated Data Environments which host materiel data for maintaining fleet readiness as part of Life Cycle Support. Requires IDEs to be interoperable with those supported by other PEOs and/or maintenance centers. (Edited. Business Sensitive information has been removed).

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Surface Navy Combat System Development	PEO IWS Combat System Development Strategy and Acquisition Plan for implementing Open Systems Architecture to enable more rapid technology insertions. IWS 1 authored the documents for applicability to the AEGIS Combat System and SSDS Combat System, as anchor systems.
Strategy Acquisition Management Plan, Version	
1.0, dated 18 December 2009.	

## 5.0 TASKS

The tasks below are integral to the execution of PEO IWS 1.0, 7.0 and 9.0 programs as well as future acquisition programs under the cognizance of the program manager. Tasking includes providing engineering support for systems engineering, ship integration and test, and product development.

### 5.1 – Systems Engineering

5.1.1 The contractor shall provide program engineering support services as directed for IWS 1.0, 7.0 and 9.0 to ensure that the program achieves its goals and objectives; that all deliverables are of the highest professional quality and are delivered in accordance with agreed upon dates/milestones.

a. The contractor shall support the planning, management and direction of system engineering RACI (Responsible, Accountable, Consulted, Informed) tasks associated with the acquisition, pre-planned product improvement, engineering change, testing and system integration of combat system elements into surface ships.

a.1 Execute performance and technical risk assessments and trade off analysis of pre-planned production improvement and integration decisions.

a.2 Provide detailed engineering analysis and recommendations

b. Prepare technical point papers, presentations, issue papers, Naval messages and memorandums.

c. Participate in Navy Review Team (NRT) activities and other Program/Technical reviews dealing with acquisition and integration of combat system elements.

c.1 Assess program technical risk and the maturity of the effort, clarify technical requirements, verify compliance to government requirements, evaluate the validity and completeness of technical documentation and assess the contractor's readiness to proceed to the next phase.

c.2 Assist in the adjudication of Questions/Action Items/Responses from NRT and Program/Technical Reviews.

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d. Evaluate technical briefs and engineering change proposals.

d.1 Participate in pre-briefs, Local CCB, and Enterprise CCB for forward fit and back fit changes plus various other system integration/certification meetings.

d.2 Update and maintain Interface Design Specifications (IDS) with approved Interface Change Requests (ICR). Track and monitor the IDS/ICR process and provide status as ICRs progress through the approval process.

e. Provide systems engineering technical program management support to develop and field open architecture products into naval surface combat systems.

e.1 Review and prepare comment to Computer Program Specifications, Prime Item Development Specifications, Computer Program Requirements Specifications, Computing System Requirements Documents, Computer Program Performance Specifications, Computer Program Design Specifications, Element Level Specifications and Interface Change Requests.

f. Provide systems engineering program management support for the acquisition of a variety of commercial equipment.

f.1 Manage impacts of commercial equipment and software obsolescence issues to the program.

g. Provide systems engineering technical program management support for the implementation and introduction of combat system upgrades in Surface Combatant ships; Carriers and Amphibious ships. This includes supporting the development of requirements definition, systems engineering, pre-planned product improvements (HW & SW), integration, test and certification, budget development and management, support engineering and serving as the point of contact for transition to production baseline engineering and programmatic matters.

h. Provide systems engineering technical program management support for the Command, Control, Communications, Computer and Intelligence (C4I) systems engineering for new construction ships, modernization and in-service baselines.

h.1 Participate in IPTs and working groups to ensure command and control interoperability among all combat system elements in surface ships, strike groups and joint, allied and coalition units.

h.2 Provide systems engineering technical program management support to ensure integration of C4I systems with baseline development including functional requirements definition; computer program upgrades; integration, test and evaluation of new computer programs; research and development budget definition and management.

i. Coordinate research and development efforts of advanced and enabling technologies in order to enable acquisition, upgrades, engineering change, test and evaluation, system integration and performance assessment of proposed and upgraded system elements in various warfare mission areas. Warfare mission areas include but are not limited to: anti-air, land attack, littoral, surface, undersea and ballistic missile defense.

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j. Provide support in monitoring and assessing warfare mission area performance of in service ships including modifications, lifetime support, ship integration and test, and performance assessment of in service system elements. Support spans from Fleet Introduction to Phase Out.

k. Support the review of SRR/SPR/SDR/PDR/CDR/IPR data packages and participate in element review team meetings, design reviews and IPRs.

k.1 Conduct technical analysis of the design features and deliver comments/questions according to the NRT schedules.

k.2 Review detailed technical analyses of modifications using existing and updated simulations and models to assess viability of the design modifications, evaluate expected performance and assess effect on overall performance.

k.3 Participate in the planning and conduct of engineering tests of various upgrades. Perform analysis of test data in support of baseline performance evaluation. Provide test observation, analysis and recommended solutions/improvements.

k.4 Provide engineering support for combat system element transition to the Fleet.

l. Receive, enter and maintain all applicable change document (Ship Change Documents (SCDs), Engineering Change Proposals (ECPs), Engineering Change Requests (ECRs), Requests for Deviation or Waivers, Advance Change Study Notices (ACSNs), Notice of Revisions, etc.) information in the appropriate database as specified by PEO IWS 1CM. Review and analyze Change Documents for completeness, format and conformance to applicable instructions and standards. Track all Change Documents from number assignment through the various change control processes; Post Change Documents and review comments to the appropriate Web Page and enter into the PEO IWS Enterprise Configuration Control Process (ECCP).

l.1 Assist in providing ongoing updates to assigned data fields in databases and assist the Government Security Point of Contact in establishing all CM database new user requirements for PEO IWS 1CM. Assist in preparing and submitting new CM and change management requirements to database administrators as required. Participate in database design testing when updates have been implemented that impact the CM and change management modules.

l.2 Provide draft/final CCB directives and distribute documents as directed. Coordinate change review comments and negotiate comment conflict resolutions with the technical community. Establish and maintain complete electronic change folders that include, but are not limited to, the Change Document, review comments, and action item responses. Prepare Walk-Through and off-line adjudication packages when required. Provide metrics to reflect timelines for Change Board Agendas and Minutes and to monitor changes in the change queue (e.g. number/type of changes received, deferred, approved, etc).

l.3 Coordinate review comments from the change control infrastructure in support of the PEO IWS Local Change Control Board (LCCB and the IWS Enterprise Configuration Control Board (CCB) and others as required.



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1.4 Coordinate CM actions with the System Integration Program Managers (SIPMs), Combat System Engineers, Ship Integration personnel, contractor support, other PEO's, field activities, Original Equipment Manufacturers (OEMs) and the Participating Acquisition Resource Managers (PARMs).

1.5 Coordinate and facilitate implementation of the IDS/ICR process with the technical community in support of PEO IWS 1CM. Track and monitor IDS/ICR signature statuses through the change control process. Track action items and ensure final resolution.

1.6 Ensure current policy and guidance documents, CM briefs, change preparation guidance and change submittal documents are posted and maintained; Create and maintain specialized areas, as required, with limited user access for posting related information and documents; Post updates to the PEO IWS 1CM web site.

## **5.2 – Ship and Systems Integration and Test**

5.2.1 The contractor shall provide management and engineering support services in the design, integration, installation and testing of the Combat System in all current and future US Surface Combatants and land based sites to include conceptual design, new construction, modernization and in-service.

a. Provide technical analysis and support studies for systems integration with shipboard combat systems, training systems and future capability upgrades. Provide technical inputs and participate in technical working groups.

b. Support business and financial management functions by drafting engineering inputs for the Program Objective Memorandum (POM),

b.1 Provide analysis of engineering budget execution and develop recommendations to improve the execution and utilization of engineering resources.

c. Support all aspects of Ship Alteration installation including:

1. Analyze Fleet Availability Schedules
2. Analyze FMP Management Information System (FMPMIS)
3. Programming and supporting documentation preparation, drawing development Cost projections and ordinance alteration/field change kit development.
4. Provide assistance in the planning, scheduling, installation and checkout (both hardware and Software) of new, modernization and FMP installations of ship's systems
5. Monitor, track and develop schedules showing equipment installations to ensure adherence to applicable Navy standards and specifications for both existing and new construction ships.
6. Assist in coordinating installations with Type Commanders, the In Service Engineering Agent and acquisition personnel.
7. Assist in the procurement of alteration material and equipment.

d. Support all aspects of the TSRA (Total Ship Readiness Assessment) process to include

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providing assistance in fulfilling emergent requirements.

e. Establish and maintain dedicated war rooms at the contractor facility for use by the PEO IWS 1, 7 and 9 directorate staff and affiliated personnel.

f. Assist in the assessment of new construction platforms and strike group compositions to determine the scope and complexity of combat system installations as they relate to interoperability issues/concerns and make recommendations.

g. Maintain and update manuals, instructions, Guidance and Policy Papers and other directives as required.

g.1 Review all current DoN and Naval Sea Systems Command policies as well as coordinating with program systems engineers both in and outside of the PEO.

h. Track the progress of GFI, GFE, ECPs, SECPs, AWIs and ORDALTs necessary to support the PEO IWS 1, 7 and 9 directorate related systems and the ship installation and test program in the shipyard during construction. Review combat system ECPs for ship/combat system impacts.

i. Develop and maintain the Post Delivery Availability and Post Shakedown Availability Matrix.

i.1 Determine impact of variances between production and testing events as indicated in the Navy Master Schedule and the actual timing of the events.

j. Provide management information papers, briefings, technical support papers and action item responses as required. Prepare presentations and reviews to support technical and/or programmatic decision making (to include hull specific point papers and INSURV briefings).

k. Provide administrative services to track status and coordinate preparation of ship integration input to change packages for forward fit combat system upgrades and equipment changes with ship impact into new construction. Support Technical Data Package reading sessions for forward fit combat system changes. Analyze space arrangements, Cable Block Diagrams, Cable Running Sheets, Electrical Power, Heating Ventilation Air Conditioning, Outline and Installation Drawings for Installation Control Drawings and foundation impacts.

l. Maintain communication with the In Service Engineering community to ensure proper transition of forward fit improvements into backfit and modernization planning.

m. Attend issue meetings, program reviews, ship production progress conferences, configuration management and change board meetings. Support PARM reviews for combat system elements.

n. Maintain action item database for Combat Systems Integration related issues – track and report weekly on progress.

o. Provide trial card response coordination and tracking for the resolution of shipboard problems documented during ship trials, inspections and certifications. Prepare inputs for ship acceptance waiver messages.

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p. Support evaluation of feasibility of combat systems engineering work packages completion schedules, workload, kit availability and manpower.

p.1 Distribute and coordinate review of all combat system waterfront work specifications, trial cards, 2 KILOs and ensure comments are incorporated as modifications to the work specifications.

p.2 Research and respond to shipyard questions on work specification development.

p.3 Identify trial card and kit installation impacts on safety and combat system operational capability.

p.4 Perform liaison duties with the various ISEAs and contractors to ensure full supportability of the changes during the availability.

p.5 Review changes and work items for special engineering support requirements.

p.6 Monitor status of open DD-250 combat system installations from new construction.

p.7 Update all CS open items within 30 days of the completion of each availability.

p.8 Provide status reports and lessons learned within 30 working days after the completion of each availability.

p.9 Document technical progress of associated life cycle element changes through completion of availabilities to ensure compliance with approved requirements, providing corrective action recommendations if inconsistencies are noted.

q. Provide technical support to Shock Program and all Sea Trials to include:

- monitoring equipment installation
- support Alpha/Bravo or combined trials and Final Contract Trials
- Ship shock inspections
- shock cards and shock compartment completion
- inspection reports
- monitoring resolution of shock items
- at sea support and post shock trial work

r. Provide technical and programmatic support for new construction Live Fire Test and Evaluation programs. Including:

- Vulnerability Assessment Reports
- Ship Shock Trials/Tests
- Combat System Survivability Demonstration
- Total Ship Survivability Trial
- Equipment/system shock qualification testing
- Ship shock integrity inspection program

s. Review, monitor, maintain and track approved equipment shock hardening installations and modifications for all ship equipment.

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t. Conduct follow-up resolution of LFT&E survivability items resulting from trials and inspections.

t.1 Support development of new construction and new baseline Shock Analysis Plan and support the Shock Deficiency Correction Program.

### **5.3 - Product Development**

5.3.1 Contractor shall provide program and engineering support services to assist the Program Offices in monitoring and managing the specific product development activities performed by the Prime Contractors. The contractor shall liaison directly with the Fleet, PEO IWS and Ships personnel, Navy and DOD laboratories, field activities and associated program offices and contractors to ensure the goals, objectives and milestones of the product development activities are achieved.

a. Support IWS product line managers in their work with numerous organizations and agencies in efforts associated with combat system program transition from research and development to production and in-service support.

b. Perform risk assessments and trade-off analysis of product line development decisions with the objectives of assessing maturity of the effort, clarify development requirements, monitor compliance to government requirements, evaluate the validity and completeness of technical documentation and assess the contractor's readiness to proceed to the next phase.

c. Prepare technical point papers, presentations, issue papers, Naval messages and memorandums.

Participate in Navy Review Team (NRT) activities and other Program/Technical reviews dealing with development and integration of combat system elements.

c.1 Evaluate technical briefs, engineering change proposals and participate in configuration boards for the product line items under development.

d. Ensure validity of various documents generated during the development process: Computer Program Specifications, Prime Item Development Specifications, Computer Program Requirements Specifications, Computing System Requirements Documents, Computer Program Performance Specifications, Computer Program Design Specifications, Interface Design Specifications, Element Level Specifications and Interface Change Requests.

d.1 Monitor development process to ensure the product line adheres to open architecture standards.

d.2 Participate in IPTs, working groups to ensure the product line development supports command and control interoperability among all combat system elements in ships, strike groups, and Joint, Allied and Coalition units.

d. 3 Provide support for various reviews conducted during product line development cycle to ensure the product meets expectations established in the requirements documents as articulated in

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the major milestones schedules to include SRR/SDR/PDR/CDR/IPR.

e. Coordinate research and development efforts of advanced and enabling technologies in support of the Advance Capability Build approach for product line development.

f. Participate in the planning and conduct of developmental tests of various product lines. Provide support for the analysis of test data gathered during product line performance evaluation, provide test observation and recommended solutions and improvements.

f.1 Support data analysis of at sea test events.

f.2 Support product line transition to the Fleet.

## **6.0 GENERAL REQUIREMENTS**

### **6.1 FACILITIES PHYSICAL LOCATION**

The contractor shall provide conference rooms and associated facilities within a 15 minute walking distance of the Washington Navy Yard for holding Government sponsored meetings, teleconferencing, video conferencing and briefings for PEO IWS 1/7/9 program personnel. The conference rooms should seat at least 50 people and be able to support at least two meetings simultaneously. The contractor shall provide both Classified (up to SECRET level) and Unclassified conference facilities.

The contractor shall have individual war rooms for each of the task areas. Each room should seat up to 20 people and have sufficient wall space to display up to three briefing packages simultaneously.

The contractor shall provide controlled access to the facility 24 hours a day, seven days a week. The contractor shall ensure authorized personnel have approved access and ensure that access is granted at the appropriate level. The contractor shall review and process requests for access to facilities under their control.

The contractor shall provide a receptionist to control access to its office(s) during duty hours and shall provide an escort during duty hours or as required.

The contractor shall provide handicapped access to all facilities.

The contractor shall provide and maintain the facility and all associated public utilities, office equipment and furnishings; including access controls, custodial services, information technology (IT) networks, communication equipment, and facility and IT security.

The contractor shall evaluate impacts and conduct studies to define facilities or facility improvements, locations, space needs, utilities, environmental, occupational safety and health requirements, real estate requirements and equipment as required.

The contractor shall review space allocation, assign seats, ensure workstations are adequate for team members, review workflow within the office and periodically assess facilities for adequacy and recommend alternatives.

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The contractor shall provide capability to archive and store historical documentation. A minimum security storage capacity of 1,152 cubic feet is required.

## **6.2 SECURITY REQUIREMENTS**

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment 11) provides the Security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

All contractor personnel associated with and/or performing work relative to the resultant contract must be United States citizens and shall be cleared to a minimum of the SECRET level at time of contract award. The Contractor must be able to obtain top secret clearance to address requirements when they arise.

## **6.3 TRAVEL**

Although most Program Offices do not require regular or significant overseas travel, under this Task Order, overseas travel may be required. Personnel assigned to overseas travel shall be English speaking, able to gain access to any country and possess a current U.S. passport.

Specific travel requirements (whether within the United States or overseas) are unknown at this time. As this information becomes available, the Contractor will be advised of dates and location with sufficient time to obtain the most advantageous prices. The Contractor shall adhere to the Joint Travel Regulations (JTR). The Contractor shall obtain authorization from their supported Government organization's Task Lead prior to travelling.

## **6.4 DELIVERABLES**

The Contractor shall provide deliverables at necessary level of classification when requested. An unclassified version will be provided, if required, to facilitate public release of the deliverable.

**ACCEPTABLE QUALITY LEVEL:** Products and other deliverables must be free of spelling errors, grammatically correct, correctly formatted, responsive to requested work, and fully coordinated with the appropriate stakeholders. Deliverables shall be provided to the Government within the period of time specified or requested by the Government. If no time is specified, deliverables must be provided to the Government within 30 days. All deliverables must be fully compatible with current NMCI format (or its follow-on) for Microsoft WORD, EXCEL, POWERPOINT, ACCESS, and other application programs.

**TRANSPORTATION OF EQUIPMENT/MATERIAL.** Upon completion of this order, all government furnished and contractor purchased property, hardware, COTS, software, manuals, instruction guides, logs, source code, scripts, database schemas, tables, triggers, stored procedures and data shall be securely packed and shipped by the Contractor to a location to be provided by

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the government representative at Contractor expense.

## **6.5 MANDATORY TRAINING**

The Government requires seated contractors to participate in certain mandatory training requirements. It is the responsibility of the contractor to ensure that these training requirements are met and properly reported to the COR. Examples of mandatory training include, but are not limited to, Personally Identifiable Information (PII), Information Assurance, Antiterrorism briefing, OPSEC, and Trafficking in Persons basic awareness training.

## **7.0 SURGE AND SPECIAL STUDIES**

The contractor shall provide the resources to support a surge in volume, velocity, and/or variety capability. This maximum flexibility may be through the use of additional company resources or subcontracting additional support. This surge support may be for a one time task or for a continued support upon identification of the requirement. The contractor shall provide an approach to support special studies, on an as needed basis.

## **HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

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(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

**COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227- 7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion



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between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **CONTRACTOR USE OF COMMERCIAL COMPUTER SOFTWARE, INCLUDING OPEN SOURCE SOFTWARE (NOV 2010)**

a. Contractor Use of Commercial Computer Software, including Open Source Software. Open source software is often licensed under terms that require the user to make the user's modifications to the open source software or any software that the user 'combines' with the open source software freely available in source code form pursuant to distribution obligations in the license.

1. In cases where the Contractor proposes to use open source software while performing under a

Government contract, regardless of whether the open source software is delivered, the Contractor shall not: create, or purport to create, any Government distribution obligations with respect to the Government computer software deliverables.

2. Prior to using any Commercial Computer Software, the Contractor shall additionally evaluate

each license for Commercial Computer Software, including open source software, and confirm that each of the following requirements are satisfied:

(1) a license for a particular commercial computer software shall be compatible with all other licenses for other commercial computer software that are or will be linked to, integrated with, or associated with the particular commercial computer software, including when the particular commercial computer software and the other commercial computer software are used with the same computer program;

(2) a license for commercial computer software shall not impose a Government distribution obligation that is foreseeable by the Contractor;

(3) a license for commercial computer software shall not be terminated by the Contractor's use of the commercial computer software in performing under the contract; and

(4) the Contractor's cost to comply with this requirement presents no additional cost to the Government.

If, as a result of the Contractor's evaluation, the Contractor satisfies all of the requirements in paragraphs a.2 (1) through a.2 (4) above, then the Contractor may immediately begin using the Commercial Computer Software. Within thirty days, the Contractor shall notify the contracting

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officer in writing that the Contractor has evaluated the Commercial Computer Software use and the Commercial Computer Software license and made each determination required in paragraphs a.2(1) through a.2(4) above. This notification shall also include all information regarding the identification and proposed use(s) of the Commercial Computer Software. If the Contractor is unable to satisfy all of the requirements in paragraphs a.2(1) through a.2(4) above for a particular Commercial Computer Software license, then the Contractor may not use the Commercial Computer Software covered by the particular license without prior approval by the Contracting Officer. If the Contractor wants to use the Commercial Computer Software for which the requirements of paragraph a.2(1) through a.2(4) are not satisfied, the Contractor shall request approval to use the otherwise prohibited subject Commercial Computer Software from the Contracting Officer by providing a written notification addressing (i) the name and version number of the software; (ii) the name of the applicable license(s); (iii) a brief description of the technical use and implementing approach; (iv) a "yes/no" indication of whether the Contractor has made, or will make, any modifications to the source code; (v) the software website; and (vi) an identification of the reason(s) that the Contractor was unable to make the determinations in paragraphs a.2(1) through a.2(4) above.

For definition of "Commercial Computer Software" see DFARS 252.227-7014 and DoD CIO memorandum dated October 16, 2009.

**HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)  
(JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such

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information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a

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determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

#### **NON-DISCLOSURE AGREEMENTS**

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 10) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative within fifteen working days after Task Order award or from the date of hire for new employees.

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In addition, the contractor may be required to sign NDA with other companies providing support to NAVSEA.

#### **DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.

#### **HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

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(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

**HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)**

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

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## **SECTION D PACKAGING AND MARKING**

**APPLICABLE TO ALL ITEMS** -There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

### **DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### **MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Name of Individual Sponsor:

Name of Requiring Activity:

City and State:

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## SECTION E INSPECTION AND ACCEPTANCE

\*Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.

### CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

### CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES Items 4000 and 7000 series - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423 (Exhibit 1).



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## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	4/29/2016 - 4/28/2017
7001	4/29/2016 - 4/28/2017
7002	4/29/2016 - 4/28/2017
7003	4/29/2016 - 4/28/2017
9000	4/29/2016 - 4/28/2017

## CLIN - DELIVERIES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 19 December 2014. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order award.

## PERFORMANCE LANGUAGE FOR LOE SERVICES

The contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

The periods of performance for the following Items are as follows:

7000	4/29/2016 - 4/28/2017
7001	4/29/2016 - 4/28/2017
7002	4/29/2016 - 4/28/2017
7003	4/29/2016 - 4/28/2017
9000	4/29/2016 - 4/28/2017

The periods of performance for the following Option Items (if exercised) are as follows:

7100	4/29/2017 - 4/28/2018
7101	4/29/2017 - 4/28/2018
7102	4/29/2017 - 4/28/2018
7103	4/29/2017 - 4/28/2018
7200	4/29/2018 - 4/28/2019
7201	4/29/2018 - 4/28/2019
7202	4/29/2018 - 4/28/2019
7203	4/29/2018 - 4/28/2019
9100	4/29/2017 - 4/28/2018
9200	4/29/2018 - 4/28/2019

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The periods of performance for the following Award Term Options (if earned and if exercised) are as follows:

7300	4/29/2019 - 4/28/2020
7301	4/29/2019 - 4/28/2020
7302	4/29/2019 - 4/28/2020
7303	4/29/2019 - 4/28/2020
7400	4/29/2020 - 4/28/2021
7401	4/29/2020 - 4/28/2021
7402	4/29/2020 - 4/28/2021
7403	4/29/2020 - 4/28/2021
9300	4/29/2019 - 4/28/2020
9400	4/29/2020 - 4/28/2021

#### **DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time (s) specified on the Contract Data Requirements Lists(s), DD Form 1423 *\*Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

#### **CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)

52.247-34 FOB ORIGIN, CONTRACTOR's FACILITY (FEB 2006)

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), subline item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

#### **252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)**

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

#### **252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall—

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

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(b) Separately identify a payment amount for each contract line item included in the payment request.

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)**

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

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(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

## **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s).)

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered WAWF</i>
Pay Official DoDAAC	TBD
Issue by DoDAAC	N00024
Admin DoDAAC	TBD
Inspect by DoDAAC	N00024
Ship To Code	N00024
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

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(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b)(6)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(b)(6)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

#### **HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal.

Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

#### **TYPE OF ORDER**

This task order is a Cost-Plus-Incentive-Fee (CPIF) and Cost-Plus-Fixed-Fee (CPFF) for labor line items and cost-only for ODCs. The contractor shall devote the specified level of effort for time period(s) stated in Section B and H, as applicable.

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**SYSTEM FOR AWARD MANAGEMENT (SAM)** – The contractor must be registered in the System for Award Management (SAM) in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

**POINTS OF CONTACT** - The Government points of contact for this Task Order are as follows:

**OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

**PROCURING CONTRACTING OFFICER (PCO)**

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

**PURCHASE OFFICE REPRESENTATIVE (POR)\***

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

*\*Note that the POR is the Contract Specialist*

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

Naval Sea Systems Command

Attn: (b)(6)

1333 Isaac Hull Avenue SE

Washington Navy Yard, DC 20376

Telephone: (b)(6)

e-mail: (b)(6)

The Government reserves the right to unilaterally change the points of contacts at anytime.



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Accounting Data

SLINID	PR Number	Amount
700001	130056483100001	2643151.00
LLA :		
AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706		
700101	130056483100003	1415341.00
LLA :		
AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706		
700102	130056483100005	126938.00
LLA :		
AB 1761804 8B5B 251 VU021 0 050120 2D 000000 A10003389706		
700103	130056483200001	189403.00
LLA :		
AA 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003389782		
700201	130056483100007	1205132.00
LLA :		
AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706		
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LLA :		
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900001	130056483100002	584848.00
LLA :		
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LLA :		
AC 1761804 8B2B 251 WS010 0 050120 2D 000000 A20003389706		
900004	130056483200002	21045.00
LLA :		
AA 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003389782		

BASE Funding 6699604.00  
Cumulative Funding 6699604.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

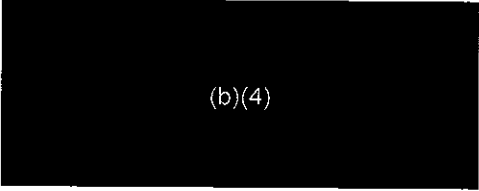
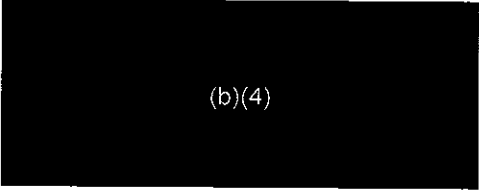
### 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this Task Order, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

### NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

- (a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CPFF/CPIF/ODC			
ITEM	ALLOTED TO COST	ALLOTED TO FEE	EST. POP THROUGH
7000			
7001			
7002			
7003			
9000	669,961.00	0.00	

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

- (c) CLINs/SLINs \_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract.

Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **NAVSEA 5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be (b)(4) total man-hours of direct labor, and an additional (b)(4) man-hours for surge, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (0) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately (Offeror to fill in) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the

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Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; and (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each manhour performed in accordance with the terms of the contract.

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable

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him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

**FAR 52.204-2 -- SECURITY REQUIREMENTS (AUG. 1996)**

**FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**

**FAR 52.216-8 FIXED FEE (JUN 2011) (APPLICABLE TO CLIN 7003, AND IF EXERCISED 7103 AND 7203, AND IF EARNED AND EXERCISED 7303 AND 7403)**

FAR 52.232-20 LIMITATION OF COST (APR 1984)

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

DFARS 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

*Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.*

### CLAUSES INCORPORATED BY FULL TEXT

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item	Latest Option Exercise Date
7003	04/28/2017
7100	04/28/2018
7101	04/28/2018

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7102 04/28/2018  
7103 04/28/2018  
7200 04/28/2019  
7201 04/28/2019  
7202 04/28/2019  
7203 04/28/2019  
9100 04/28/2018  
9200 04/28/2019

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total man-hours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of man-hours specified in paragraph (a) of the aforementioned requirement have been expended.

#### **FAR 52.244-2 -- SUBCONTRACTS (OCT 2010)**

a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is



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required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED PRIOR TO THE ADDITION OF ANY SUBCONTRACTORS NOT LISTED IN PARAGRAPH (J) BELOW, AND FOR ANY CHANGES TO THE TYPE OF THE CONTRACT FOR EXISTING SUBCONTRACTS. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

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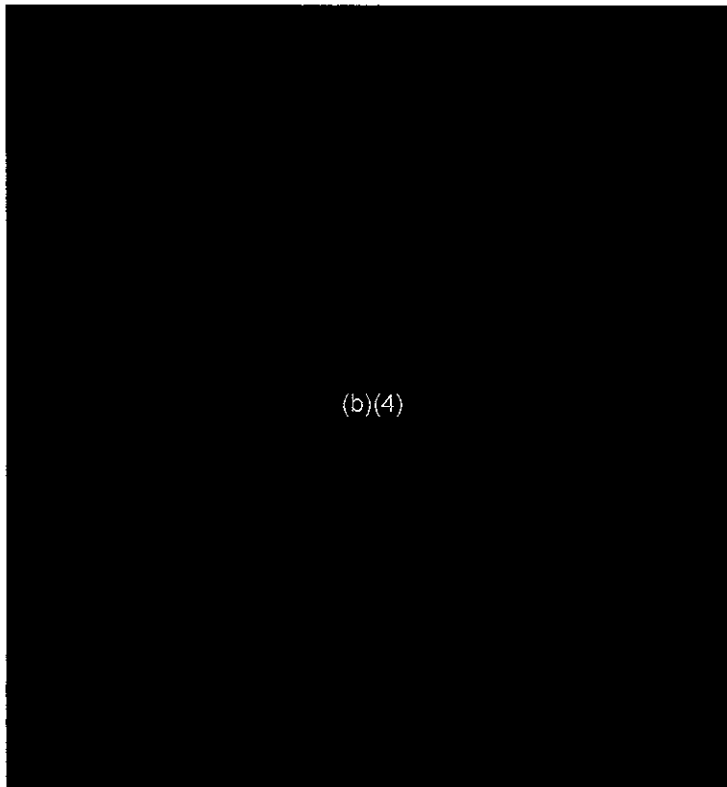
- (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the

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Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:



**52.216-10 -- Incentive Fee (Jun2011)** (Applicable to CLINs 7000, 7001, and 7002, and if exercised 7100, 7101, 7102, 7200, 7201, and 7202, and if earned and exercised 7300, 7301, 7302, 7400, 7401, and 7402)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

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(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than \_\_\_\_ percent or less than \_\_\_\_ percent of the target cost. In no event shall the proposed target fee be greater than \_\_\_\_ percent.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

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(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 - Award Term Plan

Attachment 2 - QASP

Attachment 3 - DD254